

Acceptance of Deliverables and Services & Quality Assurance Review Process

Contractor shall complete all Deliverables and perform all Services in conformance with the terms of this Agreement. State will accept all Deliverables and Services according to the Quality Assurance Review Process (QARP) described below. This process shall apply to any acceptance and payment process and criteria specifically designed for this Agreement or a Task Order created under this Agreement. State will notify Contractor of any deficiency of any Deliverable found during the performance of this Agreement, and Contractor shall have the opportunity to cure such deficiency or errors in accordance with the process herein.

Deliverable Expectations Document. Prior to starting work on each Deliverable or Service, the parties shall mutually agree on the acceptance criteria that will be used for each Deliverable, and a Deliverable Expectations Document (“DED”) which shall be the specification for each Deliverable or Service. The K-MED Project Director (or designee) shall have three (3) business days to review and approve the DED. The Contractor is responsible for ensuring that the DED is signed by the K-MED Project Director (or designee) and the Contractor’s project manager prior to initiating development of the Deliverable or Service.

Contractor’s Completed Deliverable or Service. After Contractor has completed a Deliverable or Service under this Agreement, or a Task Order created under this Agreement, the Contractor shall submit to the K-MED Project Director (or designee) for approval such completed Service or Deliverable along with: 1) the Deliverable/Service Acceptance Form (attached below), and 2) a signed copy of the agreed upon DED. Unless otherwise specified and agreed to, Contractor shall submit one (1) paper hardcopy (if the Deliverable is a document) and one (1) copy in editable electronic format on CD.

State’s Receipt of Completed Deliverable or Service. The K-MED Project Director (or designee) shall have up to ten (10) or otherwise mutually agreed to number of working days following his/her receipt of each Deliverable or Service to complete the QARP, and return a completed Acceptance Form as described below. Deliverables received after 10:00 A.M. Central Time will be considered delivered the next working day.

Acceptance. Upon the verification that the Deliverable is or is not in conformity with the DED, the State shall complete an Acceptance Form which provides the State the opportunity to:

- (a) Accept the Deliverable
- (b) Accept the Deliverable with changes noted
- (c) Reject the Deliverable.

Accepted Deliverable. If the Deliverable provided by Contractor is accepted by the K-MED Project Director (or designee) under the QARP, the K-MED Project Director (or designee) shall

notify Contractor by returning the signed Acceptance Form within the ten (10) or otherwise mutually agreed to number of working days of receipt of the Deliverable from Contractor.

Notice of Deficiency. If a Deliverable or any portion thereof, is unacceptable under the QARP, the K-MED Project Director (or designee) shall notify Contractor in writing within ten (10) or otherwise mutually agreed to number of working days of his/her receipt of a Deliverable from Contractor. State shall return the Acceptance Form and such writing shall set forth with particularity and specificity the reason for rejection of the Deliverable.

Cure Period. Within ten (10) or otherwise mutually agreed to number of working days from the date of Contractor's receipt of written notification of rejection of a Deliverable, Contractor shall correct the deficiency or deficiencies and bring the Deliverable into compliance with the DED ("cure period"). In all cases, and at no additional cost to the State, Contractor shall timely and diligently pursue a cure for any deficiencies, and shall take all reasonable steps, including allocating additional resources if necessary, to timely cure a deficiency as promptly as practicable. Should rejection of the Deliverable impact the content or delivery of other non-completed Deliverables, the Contractor and the K-MED Project Director must determine a mutually agreed to number of days for re-submission that minimizes the overall impact to the Project. However, nothing herein shall affect, alter or relieve Contractor of its obligations to correct deficiencies or errors in the K-MED Project in accordance with any time response standards set forth in this Agreement.

Failure to Correct Deficiency. If Contractor fails to correct such deficiency or deficiencies in accordance with the cure period as agreed to by the parties, the K-MED Project Director at his/her option may, without prejudice to any other remedy, 1) cure or make good any such deficiencies, including securing the services of third parties at Contractor's sole expense; and/or 2) require Contractor to suspend services with regard to the Deliverable hereunder immediately until the deficiency has been cured. As appropriate, a Change Control Request shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting or finishing such deficiencies, including the cost of additional services and third party services. A Change Control Request issued pursuant to a deficiency herein shall not require the Contractor's approval, and any additional cost shall be borne by the Contractor.

Resubmission of Deliverable. Once the Contractor has corrected a deficiency, Contractor shall re-submit the Deliverable to the K-MED Project Director (or designee) for approval. Upon receipt of such Deliverable resubmitted for approval, the K-MED Project Director (or designee) shall have up to five (5) or otherwise mutually agreed to number of working days to determine whether the deficiency specified in the rejection notice has been corrected. This subsequent review shall be limited to the original deficiencies and the portions of the Deliverable that were dependent on the deficiencies.

After the above process is repeated and if the Deliverable or any portion thereof is again found to be unacceptable, the process described herein shall be repeated until:

- Acceptance by the K-MED Project Director (or designee); or

- State, at its option, terminates the Agreement or Task Order for cause as specified within the Agreement or Task Order; or
- The K-MED Project Director (or designee), in writing, grants Contractor additional time or waiver; or
- State and Contractor mutually agree to issue a Change Control Request, or agree to amend the Agreement, including its Exhibits, or a Task Order created under this Agreement.

Payment for Accepted Deliverables. Contractor shall submit to the State a written invoice for all QARP-accepted Deliverables pursuant to the Payment Schedule under the Agreement. No invoice shall be honored by the State unless and until prior acceptance through the QARP process is obtained for the Deliverable or Service relating to said invoice.



Deliverable/Service Acceptance Form

Deliverable #: _____

Deliverable/Service Name: _____

Deliverable/Service Value: \$_____

State Sponsor: _____

Date Submitted: _____

State Review Time: _____ days

DED:

Date Submitted: _____

State Approver: _____

Date Approved: _____

Acceptance Status

- ☐ Accept that the Deliverable/Service is in conformance with the approved DED
- ☐ Accept with changes noted
- ☐ Reject

Date Accepted/Rejected: _____

Reason for Rejection, if Applicable:

Remarks:

State Signature:

Signature: _____

Name/Title: _____

Contractor Signature:

Signature: _____

Name/Title: _____

Deliverable Expectations Document (required for each Deliverable)

Deliverable #:	Deliverable Name:	
Description from SOW:		
Specific Component of Deliverable	Clarifying Description of Component	State Check-off of Specific Elements (for use during review)
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No
		<input type="checkbox"/> Yes <input type="checkbox"/> No